

**Comus Investment, LLC**  
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## Investment Advisory Agreement

This is an agreement entered into by and between Comus Investment, LLC, a Washington limited liability company (herein after referred to as “Advisor”), and \_\_\_\_\_ (“Client”). By this agreement, Client retains Advisor to provide investment management services to Client on the following terms:

### *Section 1. Discretionary Investment Management Services*

The Advisor will provide asset management services to Client. Advisor will direct, in Advisor’s sole discretion and without first consulting Client, the investment and reinvestment of the assets in Client’s account (the “Account”) in securities and cash or cash equivalents. The advisor will not purchase options, short securities, or use margin within the Client’s account. A substantial amount of Client’s funds will be exchanged into foreign currencies in order to purchase foreign securities. Most purchases within Client accounts will consist of common stock. Financial or retirement planning services will not be provided.

The investment portfolio created and managed by the Advisor might not be diversified. A non-diversified portfolio might be speculative and not suitable for all investors. The Client acknowledges this risk and consents to and requests the Advisor to manage the Account according to the Advisor’s strategy of a concentrated portfolio of common stocks. This request is made after the informed consideration of any applicable diversification requirements and the Client’s other investments and holdings not under the management of the Advisor.

The initial Account assets are listed on Schedule A, or attached account statements provided by Client. Client’s financial circumstances, investment objectives, and any special instructions or limits that Client wishes Advisor to follow in managing the Account are described on Schedule B. Client agrees to notify Advisor promptly of any significant change in the information provided by the Client on Schedule B or any other significant change in Client’s financial circumstances or investment objectives that might affect the manner in which Client’s account should be managed. Client also agrees to provide Advisor with such additional information as Advisor may request from time to time to assist it in managing the Account. Advisor’s authority under this Agreement will remain in effect until changed or terminated by Client in writing.

Unless otherwise specifically and expressly indicated in this Agreement, the Client acknowledges and understands that the service to be provided by us under this Agreement is limited to the management of the Assets and does not include financial planning or any other related or unrelated services.

*Section 2. Execution of Investment Account Transactions.* Advisor will arrange for the execution of securities transactions for the Account through brokers or dealers that Advisor reasonably believes will provide the best execution. In selecting a broker or dealer, Advisor may consider, among other things, the broker or dealer's execution capabilities, reputation and access to the markets for the securities being traded. Advisor generally will seek competitive commission rates but will not necessarily attempt to obtain the lowest possible commission for transactions for the Account.

Consistent with obtaining best execution, transactions for Client's Account may be directed to brokers in return for research services furnished by them to Advisor. Such research generally will be used to service all of Advisor's clients, but brokerage commissions paid by Client may be used to pay for research that is not used in managing Client's Account. Advisor may, in its discretion, cause the Account to pay brokers a commission greater than another qualified broker might charge to effect the same transaction where Advisor determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received.

Transactions for each client account generally will be effected independently, unless Advisor decides to purchase or sell the same securities for several clients at approximately the same time. Advisor may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Advisor's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and transaction costs and will be allocated among Advisor's clients in proportion to the purchase and sale orders placed for each client account on any given day.

Instead of allowing Advisor to select brokers or dealers for the Account, Client may direct Advisor in writing to use a particular broker or dealer to execute all transactions for Client's Account. In that case, Client will negotiate terms and arrangements for the Account with that broker or dealer, and Advisor will not seek better execution services or prices from other broker or dealers or be able to "batch" Client transactions for execution through other brokers or dealers with orders for other accounts managed by Advisor. As a result, Client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the Account than would otherwise be the case.

Client authorizes and directs Advisor to instruct all brokers and dealers executing orders for Client to forward confirmations of those transactions to Custodian (as defined below) and Advisor. Advisor may give a copy of this Agreement to any broker, dealer or other

party to a transaction for the Account, or the Custodian (as defined below) as evidence of Advisor's authority to act for Client.

*Section 3. Custodial Arrangements.* Custody of Account assets will be maintained with the independent custodian selected by Client and named on Schedule A (the "Custodian"). Advisor will not have custody of any assets in the Account. Client will be solely responsible for paying all fees or charges of the Custodian. Client authorizes Advisor to give Custodian instructions for the purchase, sale, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Account. Client also authorizes and directs Advisor to instruct Custodian on Client's behalf to (i) send Client at least quarterly a statement showing all transactions occurring in the Account during the period covered by the account statement, and the funds, securities and other property in the Account at the end of the period; and (ii) provide Advisor copies of all periodic statements and other reports for the Account that Custodian sends to Client.

*Section 4. Manager Reports.* Advisor will provide Client regularly issued statements of the assets in Client's Account. The Client's account Custodian will also send statements directly to the Client no less than quarterly.

*Section 5. Management Fees.* Client will pay Advisor a 0.63% quarterly fee, equivalent to a 2.52% annual fee for its investment management services. The fee will be a percentage of the market value of all assets in the Account on the last trading day of each calendar quarter. All fees will be payable in arrears for each calendar quarter on a prorata basis. The fee schedule is set forth in Schedule A. This fee may be amended from time to time pursuant to an amendment to the contract to be mutually agreed to in writing by both parties. In any partial calendar quarter, the management fee will be pro rated based on the number of calendar days that the Account was open during the quarter and any unearned portion promptly returned to the client. Upon termination the Advisor will prepare a final invoice describing the proration of quarterly fees, the final amount due and any amounts deducted from the Clients Account or amount due if any. Client understands that all Account assets not deemed "unsupervised" on the Client Custodian's monthly statements will be included in calculating the value of the Account for purposes of computing Advisor's fees and the same assets will also be subject to additional advisory and other fees and expenses, as set forth in the prospectuses of those funds, paid by the funds but ultimately borne by the investor.

Client authorizes the Custodian to deduct from this Account and pay to Advisor the management fee for each calendar year quarter. Advisor will send to the Custodian and the Client at the same time a bill showing the amount of the management fee due, the Account value on which the fee is based and how the fee was calculated. The Custodian will send Client a quarterly statement showing all amounts paid from the Account, including all management fees paid by Custodian to Advisor.

The Advisor will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of Client except as permitted under WAC 460-24A-150.

*Section 6. Valuation.* Advisor will use the value of securities provided by the Client's account Custodian for reporting and billing purposes

*Section 7. Confidentiality.* Except as otherwise agreed in writing or as required by law, Advisor will keep confidential all information concerning Client's identity, financial affairs, or investments.

*Section 8. Other Investment Accounts.* Client understands that Advisor serves as investment manager for other clients and will continue to do so. Client also understands that Advisor, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Advisor is not obligated to buy, sell or recommend for Client any security or other investment that Advisor or its Affiliated Persons may buy, sell or recommend for any other client or for their own accounts. This Agreement does not limit or restrict in any way Advisor or any of its Affiliated Persons from buying, selling or trading in any securities or other investments for their own accounts so long as such transactions are not inconsistent with the fiduciary duties owed to the Client.

*Section 9. Risk Acknowledgment.* Advisor does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Advisor may use, or the success of Advisor's overall management of the Account. Client understands that investment decisions made for Client's Account by Advisor are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. Advisor will manage only the securities, cash and other investments held in Client's Account and in making investment decisions for the Account, Advisor will not review, manage or oversee any other securities, cash or other investments owned by Client which are not specifically disclosed and agreed to by the Advisor in writing. Except as may otherwise be provided by law, Advisor will not be liable to Client for (i) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Advisor with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (ii) any loss arising from Advisor's adherence to Client's instructions; or (iii) any independent act or failure to act at the sole discretion of the Custodian, any broker or dealer to which Advisor directs transactions for the Account, or by any other third party. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.

*Section 10. Retirement or Employee Benefit Plan Accounts.* This Section 10 applies if the Account is for a (i) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) tax-qualified retirement plan (including a Keogh plan) under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered

by ERISA; or (iii) an individual retirement account (“IRA”) under Section 408 of the Code.

If the Account is for a plan subject to ERISA, Client appoints Advisor, and Advisor accepts its appointment, as an “investment manager” for purposes of ERISA and the Code, and Advisor acknowledges that it is a “fiduciary” within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in Section 1 of this Agreement).

Client represents that Advisor has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client’s authority to retain Advisor. Client will furnish promptly to Advisor any amendments to the plan, and Client agrees that, if any amendment affects the rights or obligations of Advisor, such amendment will be binding on Advisor only when agreed to by Advisor in writing. If the Account contains only a part of the assets of the plan, Client understands that Advisor will have no responsibility for the diversification of all of the plan’s investments, and that Advisor will have no duty, responsibility or liability for Client assets that are not in the Account. If ERISA or other applicable law requires bonding with respect to the assets in the Account, Client will obtain and maintain at its expense bonding that satisfies this requirement and covers Advisor and its Affiliated Persons.

Advisor will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to Client any change to the information in this Agreement required to be disclosed by Advisor under ERISA Regulation Section 2550.408b-2(c)(1)(iv) as soon as practicable, but no later than sixty (60) days from the date on which Advisor is informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond Advisor’s control, in which case the information will be disclosed as soon as practicable).<sup>3</sup>

In accordance with ERISA Regulation Section 2550.408b-2(c)(1)(vi)(A), the Advisor will disclose within thirty (30) days following receipt of a written request of the responsible plan fiduciary or Plan Administrator (unless such disclosure is precluded due to extraordinary circumstances beyond the Advisor’s control, in which case the information will be disclosed as soon as practicable) all information related to this Agreement and any compensation or fees received in connection with this Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder.<sup>4</sup>

If Advisor makes an unintentional error or omission in disclosing the information required under ERISA Regulation Section 2550.408b-2(c)(1)(iv) or (vi), Advisor will disclose to Client the corrected information as soon as practicable, but no later than thirty (30) days from the date on which Advisor learns of such error or omission.

*Section 11. Other Legal Actions.* The Client agrees that Advisor will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of these securities (“Legal Proceedings”).

*Section 12. Proxy Voting.* The Client agrees that Advisor will vote proxies for securities held in the Investment Account, unless otherwise directed by the client. If the Investment Account is for a pension or other employee benefit plan governed by ERISA, Client directs Advisor to vote proxies for securities held in the Account.

*Section 13. Termination.* This Agreement shall remain in force as long as mutually agreed to by Client and by the Advisor. This Agreement may be terminated at any time, by either Client or by the Advisor for any reason, upon 5 business days' written notice to the other party. Termination will only take effect upon the receipt of written termination instruction at Advisers' corporate offices, located at:

Comus Investment, LLC  
29 St. Helens Avenue, #1107  
Tacoma, WA 98402  
Telephone: 360-602-2840

Termination of this Agreement will not affect (i) the validity of any action previously taken by Advisor under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay advisory fees (pro rated through the date of termination). Upon the termination of this Agreement, Advisor will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account. The Client has the right, notwithstanding the foregoing provisions of this agreement, to terminate this agreement, without penalty, within (5) five business days of the Client's signature of this agreement.

*Section 14. Client Authority.* If Client is an individual, Client represents that he or she is of the age of majority. If Client is a corporation, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate corporate action. If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Advisor's investment management strategies, allocation procedures, and investment management services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform Advisor of any event that might affect this authority or the propriety of this Agreement.

*Section 15. Death or Disability.* If Client is a natural person, the death, disability or incompetence of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice as set forth in Section 13 above to Advisor.

*Section 16. Binding Agreement.* This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this

Agreement may not be assigned (within the meaning of the Securities Act of Washington or State securities law) by either party without the prior written consent of the other party.

*Section 17. Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the State of Washington without giving effect to any conflict or choice of law provisions of that State. For clients residing in Washington, this Agreement shall not waive or limit compliance with, or require indemnification for any violations of, any provision of the Securities Act of Washington, chapter 21.20 RCW.

The Advisor does not indulge in “insider trading.” Should the Advisor become privy to information which is non-public (“insider”), we immediately disqualify ourselves from trading that security or related securities until the information is fully published. Additionally, if the Advisor becomes privy to “insider” information, then we are required by law not to use that information for advice or recommendation.

*Section 18. Notices.* Any notice, advice or report to be given to Advisor under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail) to Advisor at the address in Section 13 of this Agreement (Attention: Aaron Saunders) or at such other address as Advisor may designate in writing. Any notice, advice or report given to Client under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail) to Client at the address set forth below or at such other address as Client may designate in writing.

By executing this agreement, the Client requests and consents to the Advisor’s delivering documents and required disclosures via electronic means. The Client acknowledges that they have access to the Internet and will monitor the electronic mail account provided to the Advisor. The Client may revoke their consent to receive documents and disclosures via electronic means and receive them in paper by notifying the advisor in writing at any time, or indicating their revocation by initialing here to opt-out from this service.

Don’t send documents to me via e-mail.

*Section 19. Miscellaneous.* If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. Advisor’s failure to insist at any time upon strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Advisor of any of its rights or privileges. This Agreement contains the entire understanding between Client and Advisor concerning the subject matter of this Agreement.

*Section 20. Disclosure.* Client has received and reviewed a copy of Part 2 of Advisor's Form ADV, Privacy Policy as well as a copy of this Agreement.

Client and Advisor have executed this Discretionary Investment Management Agreement on this \_\_\_\_ day of \_\_\_\_\_.

**CLIENT\***

\_\_\_\_\_  
**CLIENT SIGNATURE**

\_\_\_\_\_  
**CLIENT SIGNATURE**

**COMUS INVESTMENT, LLC**

\_\_\_\_\_  
**BY: AARON SAUNDERS, MANAGER**

**DATE:** \_\_\_\_\_

\*If the Account is administered by one or more fiduciaries, each should sign and indicate the capacity in which he or she is acting. If the account is an IRA, and if a person is signing on Client's behalf said person represents that he or she is the sponsor of the IRA. If the Account is for a pension or other employee benefit plan, each person signing on Client's behalf represents that he or she is a named fiduciary of such plan.

**SCHEDULE A TO  
INVESTMENT MANAGEMENT AGREEMENT**

<b>1. Account Assets.</b> The assets that you wish Comus Investment, LLC to manage at this time are listed on the attached statement. (Please attach a custodial or other inventory of assets)	
<b>2. Custody of Account Assets.</b> The assets to be managed under this agreement will be held in a custodial account established by you with:	
Name of Custodian: Interactive Brokers Group, Inc.	Account Number
Street Address	Contact Person
City, State & Zip Code	Telephone Number
<b>3. Type of Account &amp; Investment Advisory Fees.</b> Comus Investment, LLC fees for services provided under this agreement will be as follows, depending on the type of account chosen:	
<b>Assets Under Management:</b> Value of your account	<b>Annual Fees:</b> 2.52%
<b>Signature</b>  _____ Client's Signature  _____ Client's Signature  <b>Client's E-mail Address:</b>  _____	Date:  Date:  <input type="checkbox"/> No, don't send me important or required documents electronically. Mark this box if you don't accept e-mail.

**SCHEDULE B TO  
INVESTMENT MANAGEMENT AGREEMENT**

**Investment Restrictions and Guidelines.** The investment restrictions and guidelines to be followed by **Comus Investment, LLC** in managing your account are set forth below. (Please describe investment restrictions and guidelines below or attach a separate statement.)

**PLEASE INITIAL ANY OF THE FOLLOWING STATEMENTS THAT APPLY TO YOU**

\_\_\_\_\_ THERE ARE NO RESTRICTIONS ON MY ACCOUNT.

**The investment portfolio created and managed by the Advisor might not be diversified. A non-diversified portfolio might be speculative and not suitable for all investors.**

\_\_\_\_\_ THE FOLLOWING ARE THE RESTRICTIONS ON MY ACCOUNT:

\_\_\_\_\_ I HAVE COMPLETED A “STATEMENT OF INVESTMENT POLICY AND DIRECTION”, AND WISH TO HAVE MY ACCOUNTS INVESTED AS DIRECTED.

**OTHER INVESTMENT GUIDELINES AND RESTRICTIONS:**

<b>Signature</b> Client's Signature(s)  _____  _____	Date: _____  Date: _____
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